

**TOWN OF JAMESVILLE**  
**MONTHLY BOARD MEETING 9/14/2020**  
**MINUTES**

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The following is an account of the minutes taken at the Regular Monthly Board Meeting held between 7:00 p.m. & 8:41 p.m. on 9/14/2020 at the Jamesville Town Hall, 1211 Water Street, Jamesville, NC 27846. Due to the COVID-19 Pandemic social distancing measures were made available to all. Virtual meeting attendance was provided for public access through Zoom meeting.

**Attendees**

- Dennis Anton - Mayor
- Willis Williams - Mayor Protem
- Rachel Craddock - Commissioner
- Larris Tolson - Commissioner
- Mary Allen - Commissioner
- Carolyn Martin - Commissioner

Minutes Recorder – Kimberly Cockrell, Town Clerk/Finance Officer

**I.** Mayor Dennis Anton brought the meeting to order and asked Commissioner Willis Williams to offer prayer.

**II. Adoption of Agenda**

- Commissioner Larris Tolson moved to accept the agenda as printed. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes - 0 Nays.

**III. Approval of Minutes**

Commissioner Carolyn Martin moved to approve the following minutes as presented. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes - 0 Nays.

- Regular Board & Closed Session Meeting – August 10, 2020
- Special Workshop Meeting – August 18, 2020

**IV. Public Comments – None**

**V. Reports**

**A. Mayor**

1. No Report

**B. Water/Wastewater Report - Samuel Lilley**

1. No Report

**C. Public Works Report - Charles Winstead**

1. F150 Repair – Mr. Charles Winstead commented that the truck used for hauling large quantities was in the shop for repair and would cost approximately \$1000.00 to fix. The Board was asked to approve proceeding with the repair. Commissioner Larris Tolson made the motion to approve the cost to fix the truck. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes - 0 Nays. Additionally, Mr. Mitch Dobson was in the process of repairing broken tongues on the newer and older trailers. Ways were discussed to proceed with the pickup of debris for Hurricane

Isaias, while the F150 was being repaired. Mayor Dennis Anton suggested renting a truck in the meantime. Mr. Charles Winstead mentioned renting a dump bed trailer. Commissioner Rachel Craddock suggested using the F150 to carry small loads. Mr. Charles Winstead replied this (using the F150) would take more trips to an already full landfill, plus the landfill was extremely muddy from the recent rainfall. The consensus of the Board, for now, was that the status of the truck repair would determine what to do, if anything, about the cleanup, while the truck was being repaired.

2. Discolored Water – Mr. Charles Winstead told the Board he had been in contact with the State representative regarding the discolored water. The discolored water was caused by excess iron and manganese, is not a health issue and is safe for consumption. Stating, the distribution system is old and had not been well maintained in the past. Reportedly, the Town does not use enough water to keep the water clear. According to Mr. Charles Winstead, the State highly suggested, preferably before the startup of the new water treatment plant, investing in a new mapping system to locate lines and valves so directional flushing can be done. Also, flushing hydrant/lines on a consistent basis, preferably every other week, was recommended by the State. Mr. Charles Winstead encouraged residents to call Town Hall with discolored water issues. Town Clerk/Finance Officer Kimberly Cockrell suggested there may be grant funds available for the mapping system.
3. Safety Issue Caused by Large Tree – Mr. Charles Winstead reported a large tree down with limbs dangling over the road on Washington Street, which had created a safety issue. Cones had been placed to hopefully prevent an accident from occurring. Mr. Charles Winstead requested permission to seek quotes to cut down and remove the tree. Mr. Charles Winstead would seek quotes from Mr. David Rawls and Mr. David Hollis. Town Clerk/Finance Officer Kimberly Cockrell offered to contact Mrs. Teresa Harrison, of Boyd Insurance to request a quote for the estimated cost to complete cleanup.

#### **D. Administrative Report - Kimberly Cockrell**

1. Finance Officer Kimberly Cockrell read the Financial Report for August 2020. Commissioner Larris Tolson made the motion to accept the financial report, as presented. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes – 0 Nays.
2. Budget Amendment(s) – None
3. Finance Officer Training – September 25, 2020  
Finance Officer Kimberly Cockrell reminded the Board of the previously approved upcoming training session with Mrs. Karen Shook of Carr, Riggs & Ingram.

#### **E. Mid-East**

1. Commissioner Rachel Craddock reported the Mid-East Commission Board was scheduled to meet Thursday, September 17, 2020. Commissioner Rachel Craddock would provide a full report at the October 12<sup>th</sup> regular meeting.

#### **F. Planning Board**

1. No Report

#### **G. Herring Festival**

1. No Report

## **VI. Old Business**

**A. Water/Sewer Ordinance Enforcement**

1. Town Clerk/Finance Officer Kimberly Cockrell presented the monthly water disconnect list to the Board, as per Water/Sewer Ordinance #81. The prohibition on disconnections due to COVID-19, ended July 29, 2020. As per Governor Roy Cooper’s Executive Order, water customers with balances in arrear during the temporary stay on disconnections were to be offered an option to pay up to six-months. Letters had been mailed containing contracts giving affected utility customers the option to enter a six-month repayment plan. Town Clerk/Finance Officer Kimberly Cockrell reported some chose the option to pay over the period of six months, some paid past due amounts in full, while others did not respond at all by deadline date. Commissioner Mary Allen moved to disconnect services with past due outstanding balances (except those with signed contract to repay over the six-month period). Commissioner Larris Tolson seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

**B. Water Tank Maintenance Contract – Southern Corrosion**

1. Town Clerk/Finance Officer Kimberly Cockrell reported the version of the Southern Corrosion contract presented for the Board’s approval had been reviewed by Town Attorney Daniel Manning and now included all necessary items. Commissioner Willis Williams moved to approve the Southern Corrosion contract (*Exhibit B included in these minutes by reference*) as presented. Commissioner Mary Allen seconded. Motion unanimously passed. 5 Ayes – 0 Nays.



**Engineered Tank Care Agreement**

This Agreement made and entered into as of the Effective Date: October 1, 2020 , by and between SOUTHERN CORROSION ,INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the [Town of Jamesville, NC](#) (hereinafter referred to as the "Owner"):

**WITNESSETH**

The Owner desires that Southern Corrosion perform certain maintenance service on the water tank known as [the 100,000 Gallon Elevated Tank](#), as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

**1. DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:

- (a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

**2. TERMS OF MANAGEMENT AGREEMENT.** The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as

provided in Paragraphs 7 and 12. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

**3. PERFORMANCE OF MAINTENANCE SERVICES.** Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

**4. CHARGES.** The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached Exhibit B hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

**5. REPRESENTATIONS BY THE OWNER.** The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

**6. REPRESENTATIONS BY SOUTHERN CORROSION.** Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

**7. TERMINATION/CANCELLATION.** This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within thirty (30) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

**8. LIMITATION OF LIABILITY.** Southern Corrosion, Inc., agrees to maintain the following insurance coverage during the term of this contract:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. <u>Commercial General Liability</u>	<u>\$1,000,000 per occurrence or more</u>
2. <u>Automobile Liability</u>	<u>\$1,000,000 per occurrence or more</u>
3. <u>Workers Compensation</u>	<u>Required for all personnel</u>
<u>Pollution Liability Insurance</u>	<u>\$2,000,000 per occurrence or more</u>

Certificates from the insurance company shall be provided to the Town.

The liability of Southern Corrosion, Inc. will not exceed the above policy limits.

**9. EXCUSABLE DELAY.** Southern Corrosion shall not be liable for any delays or failure in performance of

Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.

**10. REGULATIONS.** Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

**11. GENERAL.**

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Jamesville  
1211 Water Street  
Jamesville, NC 27846

Southern Corrosion Inc.  
738 Thelma Rd  
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of **North Carolina**.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

12. Exhibit A consisting of Request For Proposals, General Terms and Conditions and Performance Terms and Conditions, is incorporated herein. To the extent that there is a conflict or inconsistency between the terms of Exhibit A and the remainder of this contract, the provisions of Exhibit A shall control with the exception of the first sentence of Cancellation/Termination under the General Terms and Conditions. In place of this sentence, the following will apply: If after 30 days written notice from the Town of Jamesville, the Contractor fails to provide personnel, supplies, or equipment to the satisfaction of the Town of Jamesville or in any other way fails to provide service in accordance with the contract terms, the Town of Jamesville may take whatever action it deems necessary to provide alternate services and may, as its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the Town of Jamesville, either party may terminate this contract by giving sixty (60) days advance written notice to the other party.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Asst. Secretary

President

(Corporate Seal)

ATTEST:

TOWN OF JAMESVILLE

**C. Coronavirus Relief Fund – Reusable Mask Quotes/Laptop Quotes**

1. Previously, the Board approved proceeding with securing the \$10,514.00 remaining for COVID-19 related expenses provided through the CARES (Coronavirus Aid, Relief, and Economic Security) ACT for the Town of Jamesville. Ways to expend the funds were approved as well. With that in mind, staff researched several companies for disposable face masks for distribution in the community and laptops for Town employees and Commissioners. Town Clerk/Finance Officer Kimberly Cockrell and Assistant Town Clerk Marion Thompson narrowed the findings to two companies for face masks and two choices from one company for laptops and presented their recommendations to the Board for consideration. Commissioner Willis Williams moved to accept staff recommendations with the face masks (StringKing) and the laptops (Applied Date Technology, 8GB memory) and to increase amount, if needed. Commissioner Rachel Craddock seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

**VII. New Business**

**A. Veteran Memorial**

1. Commissioner Larris Tolson questioned if a quote was ever received for the Veteran’s Memorial in Jamesville. Commissioner Carolyn Martin responded that Mr. Bill Lucas provided a good deal several months ago. Adding, funds were not available to proceed at that time, so the item was tabled. Commissioner Rachel Craddock commented on citizens questioning if the Town had contributed to the Staton Memorial. Town Clerk/Finance Officer Kimberly Cockrell explained that enough funds were donated to pay for the Staton Memorial without any contribution from the Town of Jamesville. Commissioner Larris Tolson expressed the willingness of the Woodmen of the World and the Jamesville Ruritan to make a sizable donation toward the Veteran Memorial.

**B. Ordinance #87 – Fats, Oils & Grease Control Ordinance Proposed Revisions**

1. Commissioner Carolyn Martin and Commissioner Willis Williams collaborated to update and revise the Fats, Oils, & Grease (FOG) Control Ordinance for the Town of Jamesville. Commissioner Larris Tolson moved to approve the revised FOG Ordinance #87 as presented below. Commissioner Mary Allen seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

**FATS, OILS & GREASE CONTROL ORDINANCE  
TOWN OF JAMESVILLE  
PUBLIC WORKS/WATER & SEWER DEPARTMENT**

**ARTICLE 1 – PURPOSE & AUTHORITY**

**Section 1.1-Purpose:**

To aid in the prevention of sanitary sewer blockages and obstructions from accumulation of fats, oils, and greases into said sewer system from industrial or commercial establishments, particularly food preparation and serving facilities. Fats, Oils and Greases have the potential for creating sanitary sewer

overflows, hazardous conditions in the collection system, treatment plant inhibitions, increased treatment cost, fines, and other cost for the Town.

**Section 1.2-Authority:**

A. It is the duty of the Town of Jamesville to meet the conditions set forth in its North Carolina Division of Water Quality (NCDWQ) issued Collection System permit thereby preventing the excessive introduction of oil and grease into the Town’s sewer system and wastewater treatment plant which have the potential of creating hazardous conditions in the collections system, treatment plant inhibitions, increased treatment cost, fines and other cost to the Town.

B. The intent of this section is to also ensure compliance with the rules and regulations of the United States Environmental Protection Agency and the North Carolina Department of Environmental Quality (formerly named the North Carolina Department of Environment and Natural Resources).

C. This ordinance is in no way intended to discourage development, but rather to protect the facilities and the town's infrastructure as it relates to the sanitary sewer system.

**ARTICLE 2 – DEFINITIONS**

**Section 2.1-Definitions:**

A. Cooking Establishments: Those establishments primarily engaged in activities of preparing, serving, or otherwise making available for consumption foodstuffs and that use any cooking methods that produce a hot, non-drinkable food product in or on a receptacle that requires washing.

B. Fats, Oils, and Greases (FOG): Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. Rendered animal fat, vegetable shortening, and other such oily matter used for the purposes of and resulting from cooking, and/or preparing foods, includes the accumulation of oils, fats, cellulose, starch, proteins, wax, or grease, whether emulsified or not, in the sewer system of the Town. These are substances that may solidify or become viscous at temperatures between thirty-two (32) degrees Fahrenheit and one hundred-fifty (150) degrees Fahrenheit (0 degrees Celsius).

C. Food Service Establishment: A facility primarily engaged in activities of preparing, serving, or otherwise making foodstuffs available for consumption by the public such as restaurants, commercial kitchens, caterers, hotels, cafeterias, delicatessens, meat cutting-preparations, bakeries, ice cream parlors, cafes, hospitals, schools, bars, correctional facilities, care institutions and other facility discharging kitchen or food preparation wastewaters which, in the Town’s discretion, would require a grease trap installation by virtue of its operation. Preparation activities include but are not limited to cooking by frying, baking, grilling, sautéing, rotisserie, broiling, boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

D. Grease interceptor: A device for separating and retaining waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect settleable solids generated by and from food preparation activities. Such interceptors may be of the “outdoor” or “underground” type normally of a 1,000-gallons or more capacity.

E. Grease trap: A device for separating and retaining waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect settleable solids generated by and from food preparation activities. Such traps are the “under-the-counter” type normally 100 gallons or less capacity.

F. Non-cooking Establishments: Those establishments primarily engaged in the preparation of precooked foodstuffs that do not include or require any form of cooking. These include cold dairy and frozen foodstuffs preparation and serving establishments.

G. User: Any person, including those located outside the jurisdictional limits of the town, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW (publicly owned treatment works). Where deemed necessary, certain users will be issued individual permits for discharge of wastewater containing greases into the sanitary sewer system.

### **ARTICLE 3 – GREASE TRAPS (MAINTENANCE & GREASE REMOVAL)**

#### **Section 3.1-Grease Traps (Maintenance & Grease Removal):**

A. Grease and oil traps or other interceptors shall be installed at the user's expense when such user operates cooking establishment. Grease interceptors/grease traps may also be required in non-cooking or cold dairy and frozen foodstuffs establishments and in other industrial or commercial establishments when they are deemed necessary by Public Works Department or its Designee for the proper handling of liquid wastes containing grease. No user shall allow wastewater discharge concentration from subject traps to exceed 100 mg per liter FOG (fat/oil/grease) or as mandated identified by the EPA, unless authorized by the Public Works Department or its Designee. All grease traps/grease interceptors shall be of a type and capacity approved by the Public Works Department or its Designee and shall be readily accessible for cleaning and Town inspection.

B. Users required to install and utilize a grease trap/grease interceptor shall use a grease hauler/pumper licensed in the State of North Carolina, to remove any accumulated grease cap and sludge pocket as required to meet the, 100 mg/L discharge limit but at intervals of no longer than thirty (30) days at the user's expense. Any variance from this section must have prior approval from the Public Works Department or its Designee. Wastes removed from grease interceptors shall not be discharged into the public sanitary sewer. The owner shall be responsible for the sanitary disposal of such wastes in accordance to federal, state and local rules and regulations.

C. Users shall operate the grease trap in a manner so as to maintain said device such that compliance with the grease limitation is consistently achieved. The user has the final responsibility for compliance with the FOG limits noted in Section 3.1.A.

D. Alternate location of trap: In a documented situation of space constraints, an alternate to an out-of-building grease trap such as an under sink passive grease trap may be requested by user. However, due to the inherent problems of removing grease and cleaning them, these types of traps will generally not be approved, due to failure to meet the requirements of this ordinance. Where it is determined by the Public Works Department or its Designee that the installation of an approved "outdoor" grease interceptor is not feasible or physically impossible to install, then an adequate and approved "under-the-counter" grease trap may be allowed for use on individual fixtures, including sinks, dishwashers, and other potentially grease containing drains. The location of these units must be located as near as possible to the source of the wastewater.

E. The use of an automatic grease removal system is permissible, upon prior written approval by Public Works Department or its Designee. The facility shall be provided with the required application for completion and submission, when requesting approval. Any establishment using this equipment shall operate the system in such a manner that the allowable discharge limit is not exceeded.

F. The use of biological additives as a grease degradation agent is conditionally permissible, upon prior written approval by Public Works Department or its Designee. Any establishment using this method of grease abatement shall maintain the trap in such a manner that the allowable discharge limit is not exceeded.

### **ARTICLE 4 – INSPECTION & MAINTENANCE**

#### **Section 4.1-Inspection & Maintenance:**

A. The Public Works Department or its Designee reserves the right to make determinations of grease traps need and adequacy based on review of all relevant information regarding grease trap



performance, facility site and building plan review and to require repairs to, or modification or replacement of such traps, if deemed warranted.

B. New facilities must have their traps inspected and approved by Public Works Department or its Designee before commencement of operations.

C. No non-grease laden sources are allowed to be connected to sewer lines intended for grease trap service.

D. For in-ground outdoor traps, access manholes, with a minimum diameter of twenty-four (24) inches, shall be provided over each chamber and sanitary tee. The manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, grease removal and wastewater sampling activities. Traps must have an inlet and outlet tee, four (4) inches minimum diameter and accessible to sampling.

**ARTICLE 5 – CONSTRUCTION STANDARDS**

**Section 5.1- Construction Standards:**

A. *New Facilities:* All new food service establishments shall be required to install a grease interceptor according to the Town guidelines. Grease interceptors shall be adequately sized, with no interceptor less than one thousand (1,000) gallons total capacity unless otherwise approved by the Town. Specified requested information must be supplied to the Public Works Department or its Designee before plans will be approved and authorization to construct (install) will be issued.

B. *Existing Facilities:* All existing food service establishments shall have grease-handling facilities approved by the Town. Food service establishments without any grease-handling facilities will be given a compliance deadline not to exceed six (6) months from date of notification to have approved and installed grease-handling equipment in compliance with this ordinance. Failure to do so will be considered a violation and may subject the facility to penalties and corrective actions or service discontinuance. Said installations shall meet the same requirements for design as for new facilities.

In the event an existing food service establishment's grease-handling facilities are either under-designed or substandard in accordance with this policy, the owner(s) will be notified in writing of the deficiencies, required improvements, and given a compliance deadline not to exceed six (6) months to conform with the requirements of this oil and grease removal ordinance.

C. *New Food Service Establishments In Existing Buildings:* Where practical, new food service establishments locating in existing buildings will be required to comply with the grease trap standards applicable to new facilities.

D. *Exceptions:* Under certain circumstances, the interceptor size and location may need special exceptions to this policy. If an exception to this policy is requested, the user must demonstrate that the size and location will not cause the facility any problems in meeting the discharge requirements of the Town. Any variance to the requirements herein shall be granted at the discretion of the Public Works Department or its Designee.

**ARTICLE 6 – RECORD KEEPING REQUIREMENTS**

**Section 6.1-Record Keeping Requirements:**

A. Users are required to maintain documentation on site showing that their grease traps have been pumped out at the required frequency noted in Section 3.1.A. The records must be readily available for inspection by Town of Jamesville personnel upon request. Said documentation must be maintained for a minimum of three (3) years. A form containing the following information shall be filled out completely and attached to the documentation provided by the pumper/hauler for each pump out event, if applicable.

RESTAURANT OR FACILITY NAME:	
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Multiple violations in the same category or different categories will result in multiple fines.

Enforcement Tier Levels

Tier I	\$ 25.00
Tier II	\$ 50.00
Tier III	\$ 150.00
Tier IV	\$ 300.00
Tier V	\$ 500.00
Tier VI	\$ 1,000.00

The provisions appearing in this ordinance, so far as they are the same as those of ordinances/resolutions adopted prior to the adoption of this ordinances and included herein, shall be considered as continuations thereof and not as new enactments.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
Town Clerk

**C. Republic Service Contract**

1. Town Clerk/Finance Officer Kimberly Cockrell explained that Republic Service had submitted a three-year contract with costs cut drastically, well below competitors in the area. Commissioner Carolyn Martin made the motion to approve the Republic Services contract (*Entered into these minutes by title "Republic Services Proposal, Quote #A206252326, Dated 9/3/2020*). Commissioner Larris Tolson seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

**VIII. CLOSED SESSION - N C G. S. §143-318.11(a) (6) Personnel**

Around 8:20 p.m., Commissioner Larris Tolson made a motion to enter Closed Session in pursuant of NC G.S. §143-318.11(a) (6) Personnel. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

Around 8:34 p.m., Commissioner Larris Tolson made the motion to end Closed Session in pursuant of NC G. S. §143-318.11(a) (6) Personnel. Commissioner Willis Williams seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

**Open Session**

**IX. Board Comments**

1. Commissioner Carolyn Martin reminded the Board that Mr. Robert Augburn and others, of NERSBA FFA had talked about planting crepe myrtle trees at the Town of Jamesville cemetery on October 24, 2020. Commissioner Carolyn Martin planned to discuss the matter with Principal Hal Davis to see if the plans were the same or had changed.

2. Commissioner Mary Allen commented that ten (10) cars had been broken into in the area.

**X. Adjourn**

Commissioner Mary Allen moved to adjourn at 8:41 p.m. Commissioner Carolyn Martin seconded. Motion unanimously passed. 5 Ayes – 0 Nays.

Respectfully submitted by:

Kimberly Cockrell – Town Clerk/Finance Officer